

**PAYLOCITY CORPORATION MASTER SERVICES AGREEMENT WITH THE
ARCHDIOCESE OF MIAMI, INC. AND AFFILIATES**

* The CLIENT, _____, is requesting Paylocity Corporation ("Paylocity") to provide CLIENT and those organizations referenced on the attached Exhibit "A" (AFFILIATES) and any and all future organizations it chooses to provide with payroll and related services as set forth in this Agreement (the "Agreement"). This Agreement encompasses the following General Terms and Conditions as well as the specific Terms and Conditions for the Services selected in the Services section below, all of which are incorporated as a material portion of the Agreement.

TERMS AND CONDITIONS

PAYMENTS MADE BY AFFILIATES OF THE ARCHDIOCESE OF MIAMI, INC.

1. CLIENT intends to have Paylocity process its payroll and taxes for each of its AFFILIATES.
2. Each AFFILIATE agrees to and shall be responsible for its own fees, payroll and tax funding.
3. The payment of each AFFILIATE's fees, payroll and taxes will be drawn directly from each respective bank account of said AFFILIATE for which AFFILIATE, and not CLIENT, agrees to be liable to Paylocity in the event of there not being sufficient funds.
4. For the avoidance of doubt, the duties, responsibilities and obligations of CLIENT in this Agreement shall apply to each individual AFFILIATE referenced on the attached Exhibit "A" as well as any and all future organizations requesting payroll and related services as set forth in this Agreement.

FEE STRUCTURE AND PAYMENTS

1. The fees included in the Paylocity Pricing for Services, attached hereto as Exhibit "B", will be effective for a period of two years from the date of execution of this Agreement (the "Initial Period").
2. After the Initial Period, fees included in Exhibit "B" are subject to change upon 60 days' written notice to CLIENT AND AFFILIATES for general price increases; provided that fees will not increase for two years from the date of execution of this Agreement, and the maximum annual increase thereafter shall not exceed 3%. CLIENT AND AFFILIATE agree to allow Paylocity to debit from its account(s) on due date any and all fees due to Paylocity under this Agreement and in the same manner that payroll and tax funds are collected.

CONFIDENTIALITY AND PROTECTION OF CLIENT AND AFFILIATE DATA

1. Paylocity agrees to keep confidential any information provided by the CLIENT AND AFFILIATE to the same degree it would with respect to its own confidential information and will use said information solely for the purposes of payroll and related services processing. Paylocity will not disclose this information to anyone without the permission of the CLIENT AND AFFILIATE, or unless required to do so pursuant to legal process.
2. Paylocity will maintain adequate security over CLIENT AND AFFILIATE information using commercially reasonable safeguards over the hardware, software, personnel and processes used to support the delivery of payroll and related services to the CLIENT AND AFFILIATE and in compliance with federal, state and local laws governing employee and payee data including California SB1386 and Massachusetts 201 CMR 17.00.
3. CLIENT AND AFFILIATE will maintain adequate security over the hardware, personnel and processes used to access Paylocity's software and services, including usernames and passwords used to access Paylocity's software.
4. Service delivery by Paylocity involves transmissions of data and information over the Internet at a website hosted by Paylocity. Accordingly, CLIENT AND AFFILIATE acknowledge that neither the security of transmissions over the Internet nor of the CLIENT AND AFFILIATES' hardware used to access the Internet can be guaranteed by Paylocity.
5. Paylocity will maintain commercially reasonable storage facilities and procedures (periodic back-up and on-and off-site storage) to protect the alteration and loss of CLIENT AND AFFILIATES' data.

RESPONSIBILITIES

1. Paylocity will use due care in processing CLIENT AND AFFILIATES' work, and shall be responsible for correcting errors which are caused by Paylocity equipment, processors, or employees in the course of their work.
2. Paylocity shall be responsible for the payment of any penalties and/or interest due resulting from errors or omissions committed by Paylocity while filing taxes on said CLIENT AND AFFILIATES' behalf.
3. Paylocity will provide customer support from 7AM to 7PM CST daily, excluding weekends and Federal holidays.
4. Paylocity will make available to CLIENT AND AFFILIATE all improvements, enhancements and modifications to its services, methods, and software as they are made generally available by Paylocity to its other CLIENT AND AFFILIATES.
5. CLIENT AND AFFILIATE are solely responsible for the content and accuracy of all data input and then subsequently processed by Paylocity. CLIENT AND AFFILIATE will submit to Paylocity its payroll and other data in a form, at a time and by the method specified by Paylocity. Because the accuracy of the payroll and other information is limited to the CLIENT AND AFFILIATES' data, Paylocity is not responsible for CLIENT AND AFFILIATE errors, wage and hour violations, employment discrimination, garnishment violations or other employment policies which may violate the law. It is the CLIENT AND AFFILIATES' responsibility to review the processed payroll and

other information and to promptly identify any errors. If the data submitted to Paylocity is incorrect, incomplete, or not in proper form, then CLIENT AND AFFILIATE agree to pay Paylocity's additional charges then in effect for the corrections to said data.

6. Paylocity liability for any errors or omissions on its part shall be limited to actual damages incurred by CLIENT and/or each AFFILIATE location, separately, but under no circumstances, other than defined in part 2 of this section or for criminal or fraudulent acts by Paylocity or any of its employees, shall exceed the charge for such service during the calendar year. For the avoidance of doubt, liability limits apply to each individual AFFILIATE location, and as such cannot exceed the annualized gross fees paid by each individual AFFILIATE location during the initial twelve (12) months of the Agreement and the gross fees paid by each individual AFFILIATE location during the twelve (12) month period prior to the error, omission, criminal or fraudulent acts for the remainder of the Agreement. PAYLOCITY CORPORATION SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) even if Paylocity has been advised of the possibility of such damages. Nothing in this Agreement creates or will be understood to create third party beneficiaries. CLIENT AND AFFILIATE agrees that Paylocity has no obligations to third parties, including CLIENT AND AFFILIATES' employees and any third party agencies.

7. Except as specifically stated in the Agreement the services are provided "AS IS" and there are no warranties, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

8. Paylocity, CLIENT AND AFFILIATE agree to abide by all applicable state, local and national laws in connection with the services. CLIENT AND AFFILIATE agree that they will not post to any application material that would be considered libelous, unlawful, inappropriate, offensive or disrespectful to others. CLIENT AND AFFILIATE agree that they are responsible for material posted by CLIENT AND AFFILIATES' employees.

9. CLIENT AND AFFILIATE will not also reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, or programming methods from the applications.

FUNDING

1. In regard to electronic funds transfers, CLIENT AND AFFILIATE shall comply with and be subject to the Operating Rules of the National Automating Clearing House (NACHA) governing these methods of payment, as such rules shall, from time to time, be in effect among banks that participate in NACHA. CLIENT AND AFFILIATE also acknowledge that, in order to put into effect the Services which include ACH transactions, CLIENT AND AFFILIATE will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. CLIENT AND AFFILIATE agree that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. CLIENT AND AFFILIATE agree to indemnify and hold each Participating Bank and NACHA harmless from any claim incident to the operation of this plan arising from an act or omission of CLIENT AND AFFILIATE.

2. For payrolls processed with total liabilities of less than \$1 million, Paylocity will debit CLIENT AND/OR AFFILIATES' bank accounts for all ACH transactions one day prior to check date and, as a result, requires all amounts to be available for withdrawal from CLIENT AND/OR AFFILIATES' account at that time. In the event the total amount of funds are not available one banking day prior to check date, a \$100.00 USD fee is to be charged to CLIENT AND/OR AFFILIATE. CLIENT AND/OR AFFILIATE will then have until 2:00 p.m. Central Time on the date of notification to wire transfer these funds to Paylocity's bank account.

3. For payrolls processed with total liabilities of more than \$1 million, Paylocity will require a wire transfer of funds one day prior to check date.

4. CLIENT AND/OR AFFILIATES' designated bank account(s) will have sufficient funds to pay CLIENT AND/OR AFFILIATES' third party obligations (employee payments, taxes, agency or other obligations) within the deadlines established by Paylocity in order to satisfy CLIENT AND AFFILIATES' third party obligations in their entirety. If CLIENT AND/OR AFFILIATE fail to pay the taxes, direct deposits, employee payments or other charges, including fees, then CLIENT AND/OR AFFILIATE agrees to pay Paylocity for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. Paylocity also may, at its sole option, terminate this Agreement and withhold any work in progress. This is in addition to any other rights Paylocity may have under this contract or under law. To secure the CLIENT AND/OR AFFILIATES' payment of all charges due under this Agreement, CLIENT AND/OR AFFILIATE grants Paylocity the right to set off with any funds retained by Paylocity for purposes of remitting payments or making payments to CLIENT AND/OR AFFILIATES' employees, taxing authorities or other third party agencies. Paylocity also reserves the right to reverse employee transactions and/or tax payments for which funds have not been received from CLIENT AND/OR AFFILIATE.

OWNERSHIP

Paylocity owns or licenses all rights, title and interest in and to its processes, methods, applications and contents, including the software and documentation, Paylocity's trademarks, and all intellectual property rights in the foregoing (excluding portions of the Service provided by third parties). Software and services are made available only for CLIENT AND AFFILIATES' internal business purposes and are not transferable; furthermore, any right of use ceases when Paylocity no longer performs its Services for CLIENT AND AFFILIATES.

TERMINATION OF SERVICES

1. CLIENT AND AFFILIATE are to notify Paylocity in writing at least 60 days in advance of termination. Paylocity will assess a termination fee equivalent to 2 months of the average billed amount if CLIENT AND AFFILIATE terminate service without 60 days advance notice.

2. Data can be accessed after termination for an annual fee of \$3 per active employee with a minimum charge of \$500.

GENERAL TERMS

1. This Agreement constitutes the entire Agreement between the parties. No oral or other representations, warranties or agreements have been made in writing and signed by both parties. If any portion of this agreement is determined to be invalid, illegal or unenforceable,

the remainder of the agreement shall nonetheless remain in full force and effect. In the event a legal dispute is initiated by CLIENT AND/OR AFFILIATE, this Agreement shall be construed according to the laws of the State of Illinois. In the event a legal dispute is initiated by Paylocity, this Agreement shall be construed according to the laws of Florida.

2. This Agreement may not be assigned by CLIENT AND/OR AFFILIATE to any third parties, other than successors, without the written consent of Paylocity.

3. Paylocity, CLIENT AND/OR AFFILIATE will not be responsible for failure to provide services or correct any condition beyond its reasonable control, including but not limited to any acts or omissions by any third party.

4. CLIENT AND AFFILIATE understand that this Agreement may be considered as an application for credit and hereby authorizes Paylocity to review credit of CLIENT AND AFFILIATE including reports from credit bureaus, references, bank account status and other available financial information.

5. If CLIENT AND AFFILIATE add a Service following execution of this Agreement, CLIENT AND AFFILIATE agree to be bound by these Terms and Conditions as well as the separate Terms and Conditions of that Service.

6. No action arising under or in connection with this Agreement may be brought by CLIENT AND AFFILIATE or Paylocity more than three (3) years after either Party becomes or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

7. CLIENT AND AFFILIATE are responsible for the payment of all taxes including those assessed for prior periods relating to the provision of Paylocity's products and services where applicable, except to the extent a valid tax exemption certificate or other valid tax exemption document is provided to Paylocity and allowable by taxing authorities.

SERVICES

Please indicate the Services selected by having an authorized signer initial in the space provided. CLIENT AND AFFILIATE warrant that it has full power and authority to execute this Agreement and that it has chosen the Services initialed and has read and agreed to the Terms and Conditions for those Services contained in this Agreement.

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Direct Deposit

CLIENT AND AFFILIATE authorize Paylocity to pay employees designated by CLIENT AND AFFILIATE via Direct Deposit electronic funds transfer, amounts due and payable to them by CLIENT AND AFFILIATE. CLIENT AND AFFILIATE must retain and provide upon request copies of each employee authorization form for two (2) years after they expire.

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Bank Checks

CLIENT AND AFFILIATE authorize Paylocity to pay employees designated by CLIENT AND AFFILIATE via bank check drawn on a bank account maintained by Paylocity solely for this purpose. Uncashed bank checks outstanding for more than six months will be voided and the cash will be returned to the CLIENT AND AFFILIATE. CLIENT AND AFFILIATE acknowledge that they are responsible for unclaimed property filings and any other escheatment duties within the respective state(s) or jurisdiction(s) CLIENT AND AFFILIATE conducts business.

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Tax Filing

CLIENT AND AFFILIATE authorize Paylocity to perform payroll tax services that include the responsibility for tax deposits and timely filings of Federal, State and Local employment tax returns. Paylocity will serve as a "limited agent" for CLIENT AND AFFILIATE in respect to tax filing, only for purposes of any required agency for deposits and filings with the Internal Revenue Service and/or any state reporting agency. Paylocity is not otherwise an agent of CLIENT AND AFFILIATE, nor is Paylocity in partnership or otherwise affiliated with CLIENT AND AFFILIATES' business. CLIENT AND AFFILIATE also grants Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels and banks. CLIENT AND AFFILIATE agree to execute a "Reporting Agent Authorization" and "FEIN and State Info" in conjunction with using this service and agrees to provide timely information to Paylocity regarding changes in deposit frequencies and state unemployment rates in order for Paylocity to assume liability for any penalties and/or interest.

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Time and Attendance

CLIENT AND AFFILIATE authorize Paylocity to make available the services and software for time tracking and reporting. Monthly billing will commence after training has been completed. CLIENT and AFFILIATE will be billed for the first month in full. To the extent that CLIENT AND AFFILIATE has procured timekeeping equipment during the course of the relationship with Paylocity, CLIENT AND AFFILIATE agree to return all equipment to Paylocity promptly upon termination of services or agreement. Any damaged, unreturned or unusable equipment will be the responsibility of the CLIENT AND AFFILIATE.

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Benefits Administration

CLIENT AND AFFILIATE authorize Paylocity to make available the services and software for CLIENT AND AFFILIATE to administer employee benefits, updating and communications. Monthly billing will commence the earliest month upon which 1) five or more CLIENT AND AFFILIATE users have logged into the system 2) the date the system is made active for CLIENT AND AFFILIATE employees or 3) the first of the month after ninety days from site creation.

Applicant Tracking

CLIENT AND AFFILIATE authorize Paylocity to make available the services and software for recruitment management. A user account is defined as a named licensed seat and is required to access this service. User accounts are not transferrable and are not allowed to be shared among users or provided to any third party or individual.

ACA Essentials

CLIENT AND AFFILIATE authorize Paylocity to file forms 1095c and 1094c based on data entered by CLIENT AND AFFILIATE including employee classifications, status and any other relevant data. Paylocity will serve as a "limited agent" for CLIENT AND AFFILIATE in respect to information return filing with the Internal Revenue Service. Paylocity is not otherwise an agent of CLIENT AND AFFILIATE, nor is Paylocity in partnership or otherwise affiliated with CLIENT AND AFFILIATES' business. CLIENT AND AFFILIATE also grant Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. CLIENT AND AFFILIATE agree to execute a "Reporting Agent Authorization" in conjunction with using this service, the same Form 8855 used for Tax Filing clients is sufficient for ACA Reporting. CLIENT AND AFFILIATE agree to provide timely information to Paylocity regarding any changes in legal name or FEIN.

ACA Enhanced

CLIENT AND AFFILIATE authorize Paylocity to file forms 1095c and 1094c based on data entered by CLIENT AND AFFILIATE including employee classifications, status and any other relevant data. Paylocity will serve as a "limited agent" for CLIENT AND AFFILIATE in respect to information return filing with the Internal Revenue Service. Paylocity is not otherwise an agent of CLIENT AND AFFILIATE, nor is Paylocity in partnership or otherwise affiliated with CLIENT AND AFFILIATES' business. CLIENT AND AFFILIATE also grant Paylocity limited power of attorney to sign all obligatory and necessary forms to appropriate government channels. CLIENT AND AFFILIATE agree to execute a "Reporting Agent Authorization" in conjunction with using this service, the same Form 8855 used for Tax Filing clients is sufficient for ACA Reporting. CLIENT AND AFFILIATE agree to provide timely information to Paylocity regarding any changes in legal name or FEIN. CLIENT AND AFFILIATE agree to maintain benefit classes and other employee and company demographic data required to accurately project costs and enrollment in Health Care Plans as outlined by the Affordable Care Act.

Company Name ARCHDIOCESE OF MIAMI, INC.

Authorized Officer's Name SISTER ELIZABETH WORLEY Title COO

Authorized Officer's Signature Sister Elizabeth Worley Date June 23, 2015

★ Affiliate _____

★ Authorized Officer's Name _____ Title _____
Print

★ Authorized Officer's Signature _____ Date _____